

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Allwaste Transportation and  
Remediation Inc.  
P.O. Box 150  
San Martin, California 95046

EPA No.: CAD 063 547 996

Respondent.

Docket #WCA 01/02-3037

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control  
(Department) and Allwaste Transportation and Remediation Inc.  
(Respondent) enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste.
2. The Department inspected Respondent on October 4,  
2001.
3. The Department alleges the following violations:
  - 3.1. Respondent stored hazardous waste in tanker  
trucks without a permit or other grant of authorization from the  
Department.
  - 3.2. Respondent failed to obtain the date and the hand  
written signature of the owner and operator of the designated  
facility on the manifests upon delivery of hazardous waste.

1 4. A dispute exists regarding the alleged violations.

2 5. The parties wish to avoid the expense of litigation  
3 and to ensure prompt compliance.

4 6. Jurisdiction exists pursuant to Health and Safety  
5 Code section 25187.  
6

7 7. Respondent waives any right to a hearing in this  
8 matter.

9 8. This Consent Order shall constitute full settlement  
10 of the violations alleged above, but does not limit the  
11 Department from taking appropriate enforcement action concerning  
12 other violations.

13  
14 9. Respondent admits to the violations stated above.

15 SCHEDULE FOR COMPLIANCE

16 10. Respondent shall comply with the following:

17 10.1.1. Effective immediately, Respondent shall cease  
18 storing hazardous waste in tanker trucks, in excess of the 10  
19 days allowed under the transfer facility exemption (California  
20 Code of Regulations, title 22, section 66263.181, without a  
21 permit or other grant of authorization from the Department.  
22

23 10.1.2. Effective immediately, Respondent shall obtain  
24 the date and the handwritten signature of the owner and operator  
25 of the designated facility on the manifest upon delivery of  
26 hazardous waste.  
27



1           10.2. Submittals: All submittals from Respondent  
2 pursuant to this Consent Order shall be sent to:

3                     Robert Kou, Unit Chief  
4                     Statewide Compliance Division  
5                     Department of Toxic Substances Control  
6                     1011 N. Grandview Avenue  
7                     Glendale, California 91201

8           10.3. Communications: All approvals and decisions of  
9 the Department made regarding such submittals and notifications  
10 shall be communicated to Respondent in writing by a Branch Chief,  
11 Department of Toxic Substances Control, or his/her designee. No  
12 informal advice, guidance, suggestions, or comments by the  
13 Department regarding reports, plans, specifications, schedules,  
14 or any other writings by Respondent shall be construed to relieve  
15 Respondent of its obligation to obtain such formal approvals as  
16 may be required.

17           10.4. Department Review and Approval: If the  
18 Department determines that any report, plan, schedule, or other  
19 document submitted for approval pursuant to this Consent Order  
20 fails to comply with the Order or fails to protect public health  
21 or safety or the environment, the Department may return the  
22 document to Respondent with recommended changes and a date by  
23 which Respondent must submit to the Department a revised document  
24 incorporating the recommended changes.

25           10.5. Compliance with Applicable Laws: Respondent  
26 shall carry out this Order in compliance with all local, state,  
27



1 and federal requirements, including but not limited to  
2 requirements to obtain permits and to assure worker safety.

3 10.6. Endangerment during Implementation: In the  
4 event that the Department determines that any circumstances or  
5 activity (whether or not pursued in compliance with this Consent  
6 Order) are creating an imminent or substantial endangerment to  
7 the health or welfare of people on the site or in the surrounding  
8 area or to the environment, the Department may order Respondent  
9 to stop further implementation for such period of time as needed  
10 to abate the endangerment. Any deadline in this Consent Order  
11 directly affected by a Stop Work Order under this section shall  
12 be extended for the term of such Stop Work Order.  
13  
14

15 10.7. Liability: Nothing in this Consent Order shall  
16 constitute or be construed as a satisfaction or release from  
17 liability for any conditions or claims arising as a result of  
18 past, current, or future operations of Respondent, except as  
19 provided in this Consent Order. Notwithstanding compliance with  
20 the terms of this Consent Order, Respondent may be required to  
21 take further actions as are necessary to protect public health or  
22 welfare or the environment.  
23

24 10.8. Site Access: Access to the Site shall be  
25 provided at all reasonable times to employees, contractors, and  
26 consultants of the Department, and any agency having  
27 jurisdiction. Nothing in this Consent Order is intended to limit



1 in any way the right of entry or inspection that any agency may  
2 otherwise have by operation of any law. The Department and its  
3 authorized representatives may enter and move freely about all  
4 property at the Site at all reasonable times for purposes  
5 including but not limited to: inspecting records, operating logs,  
6 and contracts relating to the Site; reviewing the progress of  
7 Respondent in carrying out the terms of this Consent Order; and  
8 conducting such tests as the Department may deem necessary.  
9 Respondent shall permit such persons to inspect and copy all  
10 records, documents, and other writings, including all sampling  
11 and monitoring data, in any way pertaining to work undertaken  
12 pursuant to this Consent Order.  
13  
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15 10.9. Sampling, Data, and Document Availability:  
16 Respondent shall permit the Department and its authorized  
17 representatives to inspect and copy all sampling, testing,  
18 monitoring, and other data generated by Respondent or on  
19 Respondent's behalf in any way pertaining to work undertaken  
20 pursuant to this Consent Order. Respondent shall allow the  
21 Department and its authorized representatives to take duplicates  
22 of any samples collected by Respondent pursuant to this Consent  
23 Order. Respondent shall maintain a central depository of the  
24 data, reports, and other documents prepared pursuant to this  
25 Consent Order. All such data, reports, and other documents shall  
26 be preserved by Respondent for a minimum of six years after the  
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1 conclusion of all activities under this Consent Order. If the  
2 Department requests that some or all of these documents be  
3 preserved for a longer period of time, Respondent shall either  
4 comply with that request, deliver the documents to the  
5 Department, or permit the Department to copy the documents prior  
6 to destruction. Respondent shall notify the Department in  
7 writing at least six months prior to destroying any documents  
8 prepared pursuant to this Consent Order.

10           10.10. Government Liabilities: The State of  
11 California shall not be liable for injuries or damages to persons  
12 or property resulting from acts or omissions by Respondent or  
13 related parties specified in paragraph 12.3, in carrying out  
14 activities pursuant to this Consent Order, nor shall the State of  
15 California be held as a party to any contract entered into by  
16 Respondent or its agents in carrying out activities pursuant to  
17 this Consent Order.

19           10.11. Incorporation of Plans and Reports: All plans,  
20 schedules, and reports that require Department approval and are  
21 submitted by Respondent pursuant to this Consent Order are  
22 incorporated in this Consent Order upon approval by the  
23 Department.

25           10.12. Extension Requests: If Respondent is unable to  
26 perform any activity or submit any document within the time  
27 required under this Consent Order, the Respondent may, prior to



1 expiration of the time, request an extension of time in writing.  
2 The extension request shall include a justification for the  
3 delay.

4                   10.13. Extension Approvals: If the Department  
5 determines that good cause exists for an extension, it will grant  
6 the request and specify in writing a new compliance schedule.

8                                   PAYMENTS

9                   11. Respondent shall pay the Department a total sum of  
10 \$17,000.00 in penalties. The penalties shall be paid in three  
11 installments: \$6,000.00, \$6,000.00 and \$5,000.00. Penalty  
12 payment installments are due and payable on October 1, 2002,  
13 December 1, 2002, February 1, 2003. Any installment payment  
14 which is 'receivedby the Department after the 15th day of the  
15 month in which it is due is subject to a penalty in the amount of  
16 \$750.00, which penalty shall be paid by Respondent no later than  
17 the due date of the next installment payment. If Respondent is  
18 late in making two (2) or more payments, or fails to make a full  
19 installment payment within thirty (30) days of its due date, then  
20 the Department, at its option, may declare the entire balance of  
21 the outstanding penalties immediately due and owing. If  
22 Respondent fails to make payment as provided above, Respondent  
23 agrees to pay interest at the rate established pursuant to HSC §  
24 25360.1 and to pay all costs incurred by the Department in  
25 pursuing collection including attorney's fees.  
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1 Respondent's checks shall be made payable to Department Of  
2 Toxic Substances Control, and shall be delivered, together with a  
3 Payment Voucher in the form set forth in Exhibit 1 attached  
4 hereto and incorporated herein by reference, to the Department at  
5 the following address:  
6

7 Department of Toxic Substances Control  
8 Accounting Office  
9 1001 I Street, 21st floor  
10 P. O. Box 806  
11 Sacramento, California 95812-0806

12 A photocopy of the check shall be sent to:

13 Mehdi Nobari  
14 Hazardous Substances Scientist  
15 Statewide Compliance Division  
16 Department of Toxic Substances Control  
17 1011 N. Grandview Avenue  
18 Glendale, California 91201

19 OTHER PROVISIONS

20 12.1. Additional Enforcement Actions: By agreeing to  
21 this Consent Order, the Department does not waive the right to  
22 take further enforcement actions, except to the extent provided  
23 in this Consent Order.

24 12.2. Penalties for Noncompliance: Failure to comply  
25 with the terms of this Consent Order may subject Respondent to  
26 civil penalties and/or punitive damages for any costs incurred by  
27 the Department or other government agencies as a result of such  
failure, as provided by Health and Safety Code section 25188 and  
other applicable provisions of law.



1                   12.3. Parties Bound: This Consent Order shall apply  
2 to and be binding upon Respondent and its officers, directors,  
3 agents, receivers, trustees, employees, contractors, consultants  
4 successors, and assignees, including but not limited to  
5 individuals, partners, and subsidiary and parent corporations,  
6 and upon the Department and any successor agency that may have  
7 responsibility for and jurisdiction over the subject matter of  
8 this Consent Order.  
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10                   12.4. Effective Date: The effective date of this  
11 Consent Order is the date it is signed by the Department.  
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13                   12.5. Integration: This agreement constitutes the  
14 entire agreement between the parties and may not be amended,  
15 supplemented, or modified, except as provided in this agreement.  
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Dated: — - ———— ————

20

Respondent

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23

Dated: — ———— ————

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Robert K o ~ Unit Chief  
Department of Toxic Substances  
Control  
Statewide Compliance Division  
1011 N. Grandview Avenue  
Glendale, California 91201

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